

PURE Oil Jobbers Cooperative, Inc.
Branded Licensing Program Agreement

The PURE Oil Jobbers Cooperative, Inc. ("POJC") Branded Licensing Program is designed for Marketers who wish to use brands and programs offered by the POJC and cannot or do not choose to be supplied gasoline or distillates from approved suppliers of POJC. The terms of the Branded Licensing Program Agreement ("Agreement") are listed below:

- A. Marketers will be permitted to display trademarks owned by POJC in a manner that is consistent with POJC's image requirements in effect during Marketer's use of POJC's trademarks as those image requirements change from time to time.
- B. Marketer agrees to pay an initial fee of One Thousand and No/100 Dollars (\$1000.00) for the first (1st) retail unit ("Premises") branded with approved trademarks and Seven Hundred Fifty and No/100 Dollars (\$750.00) for each additional Premises branded with approved trademarks as listed on the Licensed Outlets form (attached). An annual fee of Five Hundred and No/100 Dollars (\$5000.00) per branded location thereafter shall be due and payable on January 1 each year, regardless of the operational status of the retail unit, as long as any approved POJC trademarks are displayed. The annual fees are nonrefundable and are not prorated. The fee amount may be adjusted by POJC, at its sole discretion, on the fifth anniversary date of each individual unit's license. Plus \$0.0075 gal Licensing Fee to be paid Quarterly (if Credit Card Processing is waived).
- C. If the annual fees are not promptly remitted, Marketer: fails to comply with current POJC current image standards, breaches any licensee regulations

promulgated by POJC or carries on business in connection with POJC's trademark, which POJC finds, in its sole discretion, to tarnish the value of POJC's trademarks, POJC may, upon no less than twenty (20) days written notice to Marketer, require Marketer to remove all trademarks and trade dress belonging to POJC. Should Marketer fail to comply with such a removal requirement, POJC may enter Marketer's premises, either in person or by Contractor, to remove all its trademarks. Marketer agrees to pay all removal costs plus a ten (10%) percent service fee, within thirty (30) days to POJC.

- D. No other right of license is granted by POJC to Marketer or by Marketer to POJC, either expressed or implied for any other trademark, trade name, copyright, or other intellectual property owned, possessed or licensed by or to POJC. Marketer shall not use the trademarks in any manner not specifically authorized by this Agreement.
- E. Marketer agrees to purchase and use all trademark and trade dress, signage, graphics and decals from POJC or POJC's approved Vendors.
- F. Marketer agrees to use and promote the credit card programs offered by POJC. At the present time the program(s) consist of credit card processing handled by Worldpay. Marketer understands that the credit card program offered by POJC may change from time to time. *WAIVED WITH PER GAL LICENSE FEE PAID QUARTERLY.*
- G. Marketer agrees to give consideration to using other programs offered by POJC. Marketer has the right to use all such programs that are available to stockholding members of POJC.

- H. Marketers who are using the approved Branded Licensing Program may apply for membership as a stockholding member in the future.
- I. Marketer shall use the trademark in the form that POJC shall, at its sole discretion, approve in writing at each of Marketer's locations. Marketer shall not otherwise affix or use such trademark in connection with, nor use any other trademark or trade name in connection with the sale of licensed goods without POJC's prior written approval.
- J. Marketer warrants that it shall properly maintain, at its sole cost and expense, standard product liability and advertiser's liability insurance naming POJC as additional insured party in the amount of One Million dollars (\$1,000,000).
- K. POJC shall not be liable to Marketer or to any other person for any damage to or loss of property, or for injury to or death of persons or for the violation by Marketer or any other person of any governmental statute, law, regulation, rule, or ordinance, arising from the operation or activities of Marketer or any other person pursuant to this Agreement. Marketer shall indemnify, protect, defend, and save POJC and Supplier harmless from and against any and all losses, claims, liabilities, environmental cleanup costs, fines, penalties, suits and actions, judgments and costs, including attorneys' fees and the costs of litigation, which shall arise from or grow out of any injury to or death of persons, or damage to or loss of property, or violation by Marketer or any other person of any governmental statute, law, regulation, rule, or ordinance, directly or indirectly arising out of, or resulting from, or in any way connected with (i) Marketer's performance of this Agreement, (ii) operation of

Marketer, or activities of any other person, at the Premises, or (iii) the condition of the Premises or of the adjoining streets, sidewalks or ways, irrespective of whether such injury, death, damage or loss is sustained by Marketer or any other person, firm or corporation which may seek to hold POJC or Supplier liable. The existence or non-existence of any insurance that may be required under this Agreement will not limit Marketer's indemnity or other obligations under this Agreement. This indemnity shall survive the termination or nonrenewal of this Agreement.

- L. In consideration of the granting and execution of this Agreement, it is agreed that, notwithstanding the language in section B above, there shall be no contractual obligation on either party to extend or renew this Agreement in any way, and the parties agree that this Agreement shall not be considered or deemed to be any form of "joint venture" or "partnership" at the Premises of Marketer or elsewhere. This Agreement shall bind the executors, administrators, personal representatives, assigns, and successors of the respective parties.
- M. Marketer shall comply with all laws, statutes, regulations, ordinances, and rules of all applicable governmental authorities with respect to the operation of its business at the Premises. The parties agree that it is the intention of neither party to violate statutory or common law and that if any section, sentence, paragraph, clause or combination of same is in violation of any law, such sentences, paragraphs, clauses or combination of same shall be inoperative and the remainder of this Agreement shall remain binding upon

the parties hereto.

- N. Nothing in this Agreement grants Marketer an exclusive territory to market and resell any petroleum products under the trademark(s) licensed herein. POJC reserves the right to market and sell, and authorize others to market and sell, petroleum products under said trademark(s) in any manner POJC chooses, including through designated wholesalers or other retailers.
- O. This Agreement cancels and supersedes all prior written and unwritten agreements, promises, and understandings between the parties pertaining to the matters covered under this Agreement, except any indebtedness owed to POJC by Marketer, and is a final, complete and exclusive statement of the agreement between POJC and Marketer. This Agreement may be modified only by a writing signed by both of the parties or their duly authorized agent. THERE ARE NO ORAL UNDERSTANDINGS, REPRESENTATIONS OR WARRANTIES AFFECTING IT. EXECUTION OF THIS AGREEMENT BY MARKETER IS AN ACKNOWLEDGEMENT THAT NO REPRESENTATIONS NOT SET FORTH IN WRITING HEREIN HAVE BEEN MADE OR RELIED UPON BY MARKETER.
- P. NO CLAIM SHALL BE MADE UNDER THIS AGREEMENT FOR SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EXCEPT AS PROVIDED OTHERWISE BY LAW.
- Q. Neither this Agreement nor any modification thereof shall be binding on POJC until approved by the Marketing Committee and signed by the POJC President. Commencement of performance hereunder prior to signing as

above stipulated in no case shall be construed as a waiver by POJC of this requirement.

- R. POJC shall be entitled to recover from Marketer all reasonable attorneys' fees and other legal costs incurred to secure or protect its rights under this Agreement or enforce the terms thereof, whether at law or in equity.

Marketer and Company

President, PURE Oil
Jobber Cooperative, Inc.

